



**REQUEST FOR QUALIFICATIONS**

**for**

**Nonprofit Capacity Building Consultants: Governance, Finance, and Data**

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

**30 South Meridian Street, Suite 900**

**Indianapolis, IN 46204**

**<http://www.in.gov/ihcda/>**

**317-232-7777**

**ISSUE DATE: December 21, 2020**

**RESPONSE DEADLINE: January 25, 2020, 5:00 PM EST**

## **TABLE OF CONTENTS**

### **PART 1 SCOPE OF THIS REQUEST**

- 1. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS (RFQ)**
- 2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**
- 3. SCOPE OF SERVICES**
- 4. QUALIFICATIONS**
- 5. COST PROPOSAL**

### **PART 2 RFQ PROCESS**

- 1. SELECTION PROCESS**
- 2. RFQ SUBMISSION ITEMS**
- 3. RFQ TIMELINE**
- 4. RESPONSIBLE RESPONDENT REQUIREMENTS**
- 5. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE**

### **PART 3 TERMS AND CONDITIONS**

- 1. STATE POLICIES**
- 2. FEDERAL REQUIREMENTS**
- 3. RFQ TERMS AND CONDITIONS**

### **APPENDIX A: RFQ COVER SHEET**

### **APPENDIX B: CERTIFICATION OF RESPONDENT**

### **APPENDIX C: MEMORANDUM OF AGREEMENT**

## **PART 1**

## **SCOPE OF THIS REQUEST**

### **1. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS (“RFQ”)**

IHCDA is seeking to build a pool of local and regional (in Indiana and surrounding states) consultants having background and experience in each of the following areas of nonprofit capacity building: Governance/Operations, Finance, and Data/Evaluation.

### **2. ABOUT THE INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

#### **MISSION STATEMENT**

The Indiana Housing and Community Development Authority (“IHCDA”) creates housing opportunities, generates and preserves assets, and revitalizes neighborhoods by facilitating the collaboration of multiple stakeholders, investing financial and technical resources in development efforts, and helping build capacity of qualified partners throughout Indiana.

#### **VISION**

At IHCDA, we believe that growing Indiana's economy starts at home. Everyone can agree that all Hoosiers should have the opportunity to live in safe, affordable, good-quality housing in economically stable communities. That's the heart of IHCDA's mission. Our charge is to help communities build upon their assets to create places with ready access to opportunities, goods, and services. We also promote, finance, and support a broad range of housing solutions, from temporary shelters to homeownership.

IHCDA's work is done in partnership with developers, lenders, investors, and nonprofit organizations that use our financing to serve low and moderate-income Hoosiers. We leverage government and private funds to invest in financially sound, well-designed projects that will benefit communities for many years to come. And our investments bear outstanding returns. The activities that we finance help families become more stable, put down roots, and climb the economic ladder. In turn, communities grow and prosper, broadening their tax base, creating new jobs, and maximizing local resources. IHCDA's work is truly a vehicle for economic growth, and it all starts at home.

#### **OVERVIEW (for more information visit <http://www.in.gov/ihcda/>)**

IHCDA was created in 1978 by the Indiana General Assembly and is a quasi-public financially self-sufficient statewide government agency. IHCDA's programs are successful in large part because of the growing network of partnerships IHCDA has established with local, state, and federal governments, for-profit businesses and not-for-profit organizations. For-profit partners include investment banks, mortgage lenders, commercial banks, corporate investment managers and syndicators, apartment developers, investors, homebuilders, and realtors. Not-for-profit partners include community development corporations, community action agencies, and not-for-profit developers.

#### **About Community Action in Indiana**

Community Action Agencies (CAA) are local private and public non-profit organizations that promote self-sufficiency, and work to reduce the causes and conditions of poverty in the communities they serve. They were founded as a part of the 1964 Economic Opportunity Act to fight poverty by empowering the poor as part of the War on Poverty.

The Community Services Block Grant (CSBG) is the agencies' core federal funding, which CAAs use to support a variety of anti-poverty programs, including other federal and state-funded programs Those

programs vary widely among agencies, since CAAs plan and implement their programs based on the specific needs of their local communities.

Each CAA is governed by a board of directors consisting of at least one-third low-income community members, one-third public officials, and up to one-third private sector leaders. This board structure is defined by federal statute and is known as a tripartite board. There are 22 designated CAAs in the Indiana serving all 92 counties with CSBG and other programs.

### 3. SCOPE OF SERVICES

IHCDA works with a network of Community Action Agencies throughout the state of Indiana seeking to address the causes and conditions of poverty. The purpose of this RFQ is twofold:

1. **Directory of Consultants:** As part of IHCDA's role in ensuring subgrantee compliance with federal and state standards, IHCDA often requires or encourages CAAs to seek help in areas in which they are underperforming from Consultants. IHCDA seeks to build a directory of qualified consultants, which will assist CAAs in locating and selecting experts who fit the needs of their agencies.
2. **IHCDA Projects:** The IHCDA Community Programs team occasionally undertakes technical assistance, training and evaluation projects to support its subgrantee networks (CSBG, LIHEAP, Weatherization, etc.). Consultants approved through this RFQ will serve as a consultant pool for such opportunities.

For both of the purposes referenced above, each respondent approved through this RFQ process will be asked to execute a MOA with IHCDA (see Appendix C) and will be provided with the opportunity to submit a scope of work and estimated project budget for opportunities within the Community Programs Department that match its, his or her skill set, as the case may be, between the approval date and December 31, 2024.

Please note that, while the Directory of Consultants will only include your contact information and basic qualifications information, your entire response to this RFQ may be made available to Indiana Community Action Agencies or other departments within IHCDA, upon request.

### 4. QUALIFICATIONS

Respondent may respond to this RFQ in any **one** of the following categories, one category per response/submission.<sup>1</sup> To be qualified the Respondent and/or staff that will providing the consulting services must hold a degree or certification in a subject area relevant to the category in which the Respondent is applying, as well has have at least 5 years' experience in one or more of the sub-areas listed below.

The qualifications in the Respondent's response must clearly identify which of the sub-areas he/she/they are qualified to address. The Respondent may also identify additional areas of expertise within the category that are not listed below.

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<sup>1</sup> Consultants may submit up to three separate responses if desired. However, we recommend focusing on one area of expertise.

Categories			
	Governance/ Operations	Finance	Data/ Evaluation
Sub-areas	Strategic Planning	Compliance with 2 CFR 200	3 <sup>rd</sup> Party Program Evaluation
	Nonprofit Executive Coaching	Policy and Procedure Documentation	Logic Modeling / Program Development
	Board Governance & Engagement	Presenting Finances to Nonprofit Boards	Data T/TA, Systems, and Reporting
	Fundraising Strategy/Planning	Board and Leadership Training	Community Needs Assessment
	Agency Policies/Procedures (SOPs)	Accounting for Blended Funding Streams	Outcomes Measurement

In addition to category-specific qualifications, IHCD is interested in consultants with one or more of the following:

- Experience working with Community Action Agencies
- Experience with CSBG or other federal funding sources (such as LIHEAP, Weatherization, Head Start, WIC, Medicaid)
- Experience working with community based, social service, and/or poverty alleviation programming
- Experience working with nonprofit leadership (Executive Directors, Board Members, etc)
- Experience working in a nonprofit agency
- Experience conveying key concepts from their area of expertise to laypersons

This RFQ is open to both individual consultants as well as groups or firms. Please focus your RFQ responses around the specific qualifications of the individual(s) who are able to perform services in response to the RFQ rather than on firm-level qualifications.

## 5. COST PROPOSAL

The Cost Proposal must include the following pieces of information:

1. Consultant's per-hour rate for 2021, (by person or job type if applicable)
2. What types of contracts is the Respondent open to, i.e. hourly not to exceed, retainer, deliverables-based, full project fixed cost, etc.

## PART 2

## RFQ PROCESS

### 1. SELECTION PROCESS

Evaluation of all qualifications will be completed by IHCD and selection of a Respondent for the Directory of Consultants is at the sole discretion of IHCD. The following will be IHCD's primary consideration in the selection process:

1. Compliance with requirements of this RFQ
2. An assessment of the Respondent's ability to deliver service in the identified category in accordance with the specifications set out in the RFQ
3. Strength of client references and project examples
4. Demonstrated understanding of nonprofit capacity building and proposed approach to services.

### 2. RFQ SUBMISSION ITEMS

Respondent must submit documentation in response to the requirements listed in each category heading summarized below. Together, the response for items 2, 3, and 4 below should total no more than 7 pages single spaced in 12-point font. The RFQ response should include the following, in the order listed below:

1. Coversheet and Certification. A completed Cover Sheet (Appendix A) and signed Certification (Appendix B);
2. Approach. A narrative describing Respondents approach to capacity building within its area (s) or expertise.
3. Qualifications & Experience. A narrative describing Respondent's qualifications and relevant experience.
4. Cost Proposal. All costs (including but not limited to travel, time, and supplies must be rolled into the fee).
5. Samples of Prior Work. At least an example or description; include at least one for each applicable sub-area.
  - a. for example, if an organization submits a response for Governance/Operations: Strategic Planning and Fundraising, at least one example each for both Strategic Planning and Fundraising must be provided. Project information may be redacted for confidentiality.
  - b. if a single project example shows competency in more than one sub-area, please identify clearly that the project is being used to show competency for both.
6. Client References. Provide a list at least three comparable work/client references
  - a. include (a) organization name, (b) brief description of the project, and (c) contact person's name, telephone number, and email address.
7. Resumes or Bios. Current resumes or brief bios for Respondent's key personnel.
8. Additional Material. Information that the Respondent desires to present that does not fall within any of the requirements of the RFP should be attached at the end of the proposal and designated as "Additional Material".

### 3. RFQ TIMELINE

December 21, 2020	RFQ released to the general public.
January 7, 2021	Respondent Q&A Session (conference call) <ul style="list-style-type: none"><li>• Time: 11:00am – 11:45am ET</li><li>• Phone number: +1 317-552-1674</li><li>• Conference ID: 709 951 177#</li></ul>
January 18, 2021	All questions due via email to <a href="mailto:ekrauser@ihcda.in.gov">ekrauser@ihcda.in.gov</a>
January 20, 2021	IHCDA will post answers to questions
January 25, 2021	Respondent must submit proposal by 5:00 p.m. in PDF or word format
February 18, 2021	IHCDA informs Respondents of decision
March 1, 2021	MOAs are signed

### 4. RESPONSIBLE RESPONDENT REQUIREMENTS

IHCDA shall not enter an MOA until the selected Respondent has been determined to be responsible. A responsible Respondent must:

1. Have a satisfactory performance record with IHCDA;
2. Have a satisfactory record of integrity and business ethics;
3. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
4. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them;
5. Have supplied all requested information;
6. Be legally qualified to contract in the State of Indiana and if it is an entity described in IC Title 23, it must be properly registered with the Indiana Secretary of State (There is a fee to register with the Secretary of State), and owe no outstanding reports to the Indiana Secretary of State; and
7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended or debarred. If a prospective consultant is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official file for this RFQ, and the Respondent shall be advised of the reasons for the determination.

### 5. FORMAT FOR SUBMISSION, MAILING INSTRUCTIONS, AND DUE DATE

Respondent's proposal must be submitted via email. All documents must be submitted in PDF only.

Emily Krauser  
Director of Community Programs  
Indiana Housing and Community Development Authority  
30 South Meridian, Suite 900  
Indianapolis, IN 46204  
[ekrauser@ihcda.in.gov](mailto:ekrauser@ihcda.in.gov)

**The deadline for submission is Monday January 25, 2021 at 5:00 PM EST.**

Applications that miss the submission deadline and/or do not contain all of the required forms/documents as listed in this RFP may be determined ineligible for further consideration.

## PART 3

## TERMS AND CONDITIONS

### STATE POLICIES

1. **CONFIDENTIALITY OF STATE INFORMATION.** The Respondent understands and agrees that data, materials, and information disclosed to the Respondent may contain confidential and protected information. The Respondent covenants that data, material, and information gathered, based upon or disclosed to the Respondent for the purpose of this project will not be disclosed to or discussed with third parties without the prior written consent of the IHCD. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Respondent and IHCD agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Respondent, Respondent agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
2. **ACCESS TO PUBLIC RECORDS:** Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (“APRA”), IC 5-14-3 et. seq., and the entire response may be viewed and copied by any member of the public. Respondents claiming a statutory exemption to disclosure under APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope marked “Confidential”. Respondents should be aware that if a public records request is made under APRA, IHCD will make an independent determination of confidentiality, and may seek the opinion of the Indiana Public Access Counselor. Prices are not considered confidential information. The following information shall be subject to public inspection after the contract award:
  - A. The RFQ.
  - B. A list of all consultants who received the RFQ.
  - C. The name and address of each Respondent.
  - D. A record showing the following:
    - a. The name of the successful Respondents.
    - b. The basis on which the determination was made.
  - E. The entire contents of the RFQ Proposal except for proprietary information that may have been included with an offer, such as:
    - a. trade secrets;
    - b. manufacturing processes;
    - c. financial information not otherwise publicly available; or
    - d. other data that does not bear on the competitive goals of public procurement that was not required by the terms of the RFQ itself to be made available for public inspection.
3. **TAXES, FEES AND PENALTIES:** By submitting a proposal Respondent certifies that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the United States Treasury. Respondent further warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by either the State or Federal Government pending against it, and agrees that it will immediately notify IHCD of any such actions.
4. **CONFLICT OF INTEREST:** Respondent must disclose any existing or potential conflict of interest relative to the performance of the services resulting from this RFQ, including any relationship that might be



perceived or represented as a conflict. By submitting a proposal in response to this RFQ, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this RFQ. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of the Respondent's proposal. IHCDCA will determine whether a conflict of interest exists and whether an apparent conflict of interest may reflect negatively on IHCDCA, should IHCDCA select Respondent for the Directory of Consultants. Further, IHCDCA reserves the right to disqualify any Respondent on the grounds of actual or apparent conflict of interest.

5. **APPEALS/PROTEST:** Respondent may appeal/protest the determination on the Directory of Consultants based on alleged violations of the selection process that resulted in discrimination or unfair consideration. The appeal/protest must include the stated reasons for the Respondent's objection to the funding decision, which reasons must be based solely upon evidence supporting one (1) of the following circumstances:
- a. Clear and substantial error or misstated facts which were relied on in making the decision being challenged;
  - b. Unfair competition or conflict of interest in the decision-making process;
  - c. An illegal, unethical or improper act; or
  - d. Other legal basis that may substantially alter the decision.

The appeal/protest must be received within ten (10) business days after the Respondent receives notice of being accepted for the Directory of Consultants, or the appeal/protest will not be considered. All protests shall be in writing, submitted to the Compliance Attorney, who shall issue a written decision on the matter. The Compliance Attorney may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. The Respondent will receive written acknowledgement of receipt of the appeal/protest within five (5) business days of its receipt, noting the day the appeal/protest was received. Any appeal/protest regarding the decision made by IHCDCA will be examined and acted upon by the Compliance Attorney within thirty (30) days of its receipt. The decision of the Compliance Attorney is final.

## **1. FEDERAL REQUIREMENTS**

Respondent agrees to comply with the following federal regulations:

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375,

“Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations

must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **2. RFQ TERMS AND CONDITIONS**

This request is issued subject to the following terms and conditions:

- A. This RFQ is a request for the submission of qualifications, but is not itself an offer and shall under no circumstances be construed as an offer.
- B. IHCDCA expressly reserves the right to modify or withdraw this request at any time, whether before or after any qualifications have been submitted or received.
- C. IHCDCA reserves the right to reject and not consider any or all Respondents that do not meet the requirements of this RFQ, including but not limited to: incomplete qualifications and/or qualifications offering alternate or non-requested services.
- D. IHCDCA reserves the right to reject any or all companies, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed to be in its best interest.
- E. In no event shall any obligations of any kind be enforceable against IHCDCA unless and until a written agreement is entered into.
- F. The Respondent agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of responses of qualifications submitted hereunder or for any costs or expenses incurred during negotiations.
- G. All items become the property of IHCDCA upon submission and will not be returned to the Respondent.
- H. The Respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from utilizing federal funds by any federal or state department or agency.
- I. A copy of IHCDCA’s most recent MOA Boilerplate is attached as an Appendix to this RFQ. By submitting a response to this RFQ, Respondent acknowledges the acceptance of IHCDCA’s MOA Boilerplate and the understanding that such Boilerplate is non-negotiable.
- J. Additionally, IHCDCA will not agree to any of the following terms or conditions:
  - a. Any provision requiring IHCDCA to provide insurance
  - b. Any provision requiring IHCDCA to provide indemnity
  - c. Any provision providing that this Contract be construed in accordance with laws other than those of the State of Indiana
  - d. Any provision providing that suit be brought in any state other than Indiana

- e. Any provision providing for resolution of contract disputes
- f. Any provision requiring IHCDA to pay any taxes
- g. Any provision requiring IHCDA to pay penalties, liquidated damages, interest or attorney's fees
- h. Any provision modifying the applicable Indiana statute of limitations
- i. Any provision relating to the time within which a claim must be made
- j. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
- k. Any provision limiting disclosure of this Agreement in violation of the Access to Public Records Act, IC 5-14-3
- l. Any provision providing for automatic renewal
- m. Any provision requiring IHCDA to agree to limit the liability of the Respondent

## APPENDIX A: RFQ COVER SHEET

### Name of Individual, Firm or Business:

Address:

Phone Number:

Fax Number:

Web Site Address:

Contact Person:

Title:

Email Address:

Phone:

Contract Signatory Authority:

Title:

Email Address:

Phone:

Please check which **one** of the three categories below this response is replying under (Governance/Operations, Finance or Data/Evaluation). Then under *only that category*, check the sub-areas in which the respondent is qualified to provide services.

<input type="checkbox"/> <b>Governance/ Operations</b>	<input type="checkbox"/> <b>Finance</b>	<input type="checkbox"/> <b>Data/ Evaluation</b>
<input type="checkbox"/> Strategic Planning	<input type="checkbox"/> Compliance with 2 CFR 200	<input type="checkbox"/> Outcomes Measurement
<input type="checkbox"/> Nonprofit Executive Coaching	<input type="checkbox"/> Policy and Procedure Documentation	<input type="checkbox"/> Logic Modeling / Program Development
<input type="checkbox"/> Board Governance & Engagement	<input type="checkbox"/> Presenting Finances to Nonprofit Boards	<input type="checkbox"/> Data T/TA, Systems, and Reporting
<input type="checkbox"/> Fundraising Strategy/Planning	<input type="checkbox"/> Board and Leadership Training	<input type="checkbox"/> Community Needs Assessment
<input type="checkbox"/> Agency Policies/Procedures (SOPs)	<input type="checkbox"/> Accounting for Blended Funding Streams	<input type="checkbox"/> 3 <sup>rd</sup> Party Program Evaluation
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

\*do not check items in more than one category or your submission will be rejected.

## APPENDIX B: CERTIFICATION OF RESPONDENT

I hereby certify that the information contained in this response and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I acknowledge that I have read and understood the requirements and provisions of the RFQ and agree to abide by the terms and conditions contained herein.

I \_\_\_\_\_ am the \_\_\_\_\_ of

the (type name of signatory authority) corporation, partnership, association, or other entity named as company and the Respondent herein, and I am legally authorized to sign this and submit it to the Indiana Housing and Community Development Authority on behalf of said organization.

18 U.S.C. § 1001, "Fraud and False Statements," provides among other things, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, anyone who knowingly and willfully: (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, and/or imprisoned for not longer than five (5) years.

Respondent:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Firm name: \_\_\_\_\_

**APPENDIX C: MEMORANDUM OF AGREEMENT  
FOR COMMUNITY ACTION CONSULTANT DIRECTORY  
CSBG-D 2019**

This Memorandum of Agreement (“MOA”) entered into by and between the **Indiana Housing and Community Development Authority (“IHCD”) and \_\_\_\_\_ (“The Consultant”)**, is executed for the purposes and under the terms stated below.

**1. PURPOSE**

The purpose of this MOA is to document the understanding and agreement of the parties regarding acceptance into the Nonprofit Capacity Building Consultant Pool for IHCD opportunities and for the Directory of Nonprofit Capacity Building Consultants for IHCD Community Programs Subgrantees. The funding source for any contracts that result from this MOA will be clearly noted in the subsequent contract.

**2. TERM**

The term of this MOA shall be effective as of \_\_\_\_\_ and shall remain effective through September 30, 2024 (“Term”).

**3. DETAILS OF AGREEMENT**

By signing this document, the Consultant as a Respondent for the Request for Qualifications (“RFQs”) for Nonprofit Capacity Building Consultants agrees that it understands the following:

- The Consultant has been chosen by IHCD to be a part of the Nonprofit Capacity Building Consultant Pool based on the specific qualifications listed in the Respondents response to the RFQ.
- This MOA does not in any way limit IHCD to contracting only with consultants who are a part of the Nonprofit Capacity Building Consultant Pool.
- During the Term of the MOA, IHCD’s Community Programs Department will email other Requests for Proposals (“RFPs”) to consultants in the Nonprofit Capacity Building Consultant Pool who have been approved in the relevant subject area, and *may* require fewer qualifications documents be submitted with future RFQs for consultants whose qualifications have already been accepted into the Nonprofit Capacity Building Consultant Pool.
- Any notices sent as a result of this RFQ will be sent to the contact information provided on the Consultant’s RFQ cover sheet to the RFQ. Should the Consultant need to request a change in contact information, please send that request to the IHCD contact listed in the “Notice to the Parties” section below.
- Information from the Cover Page of the Consultant’s response to the RFQ will be made available to IHCD subgrantees in the format of a Directory of Nonprofit Capacity Building Consultants. Except when IHCD requires a specific intervention, subgrantee agencies will *not* be limited to contracting only with consultants listed in the Directory of Nonprofit Capacity Building Consultants.
- Any documents submitted as part of the Consultant’s response may be made available to IHCD subgrantees and/or other IHCD personnel outside the Community Programs Department upon request.
- IHCD’s Community Programs Department may conduct up to one hour of training for the Consultant each year. Should the Consultant choose not to engage by either attending the training (live or webinar), watching a recording of the event, or reading event materials, IHCD may remove the Consultant from the Nonprofit Capacity Building Consultant Pool at its discretion.

By signing this document, the Consultant agrees that:

- The Consultant will notify IHCD of any significant changes in personnel availability or qualifications during the Term of this MOA.
- At least one individual listed in the Consultant’s response to the RFQ must be an active/key member of the project team (i.e. in a non-advisory role) for any project work that is undertaken as a direct result of this RFQ (e.g. the subgrantee or IHCD found the Consultant’s name in the directory). This includes work with IHCD or with a subgrantee agency. Should this be impossible, the Consultant must contact IHCD to seek permission to utilize a qualified project team member that was not included in the Nonprofit Capacity Building Consultant Pool.

**4. NOTICE TO THE PARTIES**

Whenever any notice, statement or other communication is required under this MOA, it shall be sent by E-mail, first class U.S. mail, or via an established courier/delivery service to the following addresses, unless otherwise specifically advised:

**IHCDA:**

**Indiana Housing & Community Development Authority**  
**Emily Krauser**  
**Director of Community Programs**  
**30 S. Meridian St., Suite 900**  
**Indianapolis, IN 46204**  
**ekrauser@ihcda.in.gov**

**With a copy to:**

**David W. Stewart**  
**General Counsel**  
**30 S. Meridian St., Suite 900**  
**Indianapolis, IN 46204**  
**Dstewart2@ihcda.in.gov**

**Consultant:**

**Consultant name**  
**Consultant street, address**  
**Consultant City, State, Zip**  
**Consultant E-mail**

**5. MISCELLANEOUS**

1. The terms and provisions of this MOA may be modified at any time by mutual agreement of the parties in writing.
2. Nothing herein shall be deemed to make either of the parties the agent or employee of the other for any purpose.
3. This MOA may be terminated at the option of either party by providing the other party with thirty (30) days prior written notice.
4. This MOA represents the entire agreement of the parties with respect to its subject matter and supersedes all other agreements, representations, or understandings regarding the subject matter contained herein.
5. The Consultant acknowledges that IHCDA will not treat this MOA as containing confidential information.

The Indiana Housing and Community Development Authority and the Consultant have read and understood the foregoing terms of this Memorandum of Agreement and do by their respective signatures dated below hereby agree to the terms and uses described herein.

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this MOA by accessing the electronic signature tool in Adobe to electronically submit this MOA to IHCDA. I understand that my signing and submitting this MOA in this fashion is the legal equivalent of having placed my handwritten signature on the submitted MOA and this affirmation. I understand and agree that by electronically signing and submitting this MOA in this fashion I am affirming to the truth of the information contained therein and my authority to bind the Consultant. I also understand that if I decide not to sign this MOA electronically, I must notify IHCDA so that this MOA may be re-submitted to me and I may sign it and return it to IHCDA in the traditional manner.

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY**

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Kyleen Welling, Chief of Staff and Chief Operating Officer

Date

**CONSULTANT**

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Authorized signatory

Date